

ImPLY General Terms and Conditions

IMPORTANT - READ CAREFULLY BEFORE INSTALLING OR USING THE IMPLY PRODUCTS.

Effective: October 1, 2025

These ImPLY General Terms and Conditions (“**Agreement**”) sets forth the specific terms under which ImPLY Data, Inc. (“**ImPLY**”) provides you (“**Customer**”, “**you**”, or “**your**”), the entity or person placing an order for or accessing, ImPLY’s software products and services. This Agreement includes these terms and conditions, and Order Form(s) hereunder which are incorporated herein and made a part of this Agreement by reference, and contain, among other things, warranty disclaimers and liability limitations. Customer’s purchase, receipt and, use of ImPLY’s products and services are subject to the terms of this Agreement. You agree that this Agreement is enforceable like any written agreement signed by you.

If you are accessing or using ImPLY’s software products and services as an employee, contractor, or agent of a corporation, partnership or similar entity, then you must be authorized to sign for and bind such entity in order to accept the terms of this Agreement, and you represent and warrant that you have the authority to do so and have read and understand all provisions of this Agreement. The rights granted under this Agreement are expressly conditioned upon acceptance by such authorized personnel. If Customer does not wish to accept this Agreement, or you do not have authority to bind Customer to this Agreement, then do not download, install, access, or use any of the Software.

The “**Effective Date**” of this Agreement is the date which is the earlier of (a) Customer’s initial access to any software products or services (as defined below) through any online provisioning, registration or order process or (b) the effective date of the first Order Form or Partner Order Form, as applicable, referencing this Agreement. This Agreement will govern Customer’s initial purchase on the Effective Date as well as any future purchases made by Customer that reference this Agreement.

Modifications to this Agreement. From time to time, ImPLY may modify this Agreement. Unless otherwise specified by ImPLY, changes become effective for Customer upon renewal of the then-current software license term or entry into a new Order Form after the updated version of this Agreement goes into effect Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing a license term or entering into a new Order Form, and in any event and notwithstanding anything to the contrary herein, continued use of ImPLY’s software or services after the updated version of this Agreement goes into effect will constitute Customer’s acceptance of such updated version.

TERMS AND CONDITIONS

This Agreement sets forth the specific terms under which ImPLY provides Customer with products and services as set forth on the Order Form.

1. ORDER PROCESS.

1.1 Order Form. Each Order Form shall incorporate by reference the terms of this Agreement as though such provisions were set forth therein, provided however, orders created by Customer through ImPLY’s SaaS portal are deemed accepted when ImPLY provides access to the Software selected by Customer. If the terms of the Order Form conflict with the terms of this Agreement, the terms of the Order Form shall prevail but only to the extent the term is expressly superseded in the Order Form. ImPLY’s acknowledgement of or performance in response to Customer’s purchase order shall constitute ImPLY’s acceptance of Customer’s offer to purchase, use and/or license the Software and/or Services in accordance with the terms and conditions of this Agreement and shall constitute an Order Form hereunder, provided, if a purchase order contains any terms or conditions that are different from or additional to the terms and conditions set forth in this Agreement, then ImPLY expressly rejects such different or additional terms and conditions, and such different or additional terms and conditions will not become a part of the agreement between the parties.

1.2 Customer Affiliates. Customer Affiliates may license ImPLY's products and services by executing Order Forms. By entering into an Order Form with ImPLY, a Customer Affiliate agrees to be bound by the terms and conditions of this Agreement as if it were an original Party hereto, and the terms of this Agreement that apply to Customer shall apply to the Customer Affiliate.

1.3 Partner Order. Customer may procure Software and Services directly from a reseller or other ImPLY-authorized distributor or reseller ("**Partner**") pursuant to a separate agreement that includes the partner order form and other commercial terms (a "**Partner Transaction**"). ImPLY will be under no obligation to provide Software and Services to Customer if it has not received the partner's order form for Customer. Partner is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of ImPLY or in any way concerning the Software and Services. If Customer licensed the Software and Services through a Partner Transaction, then Customer agrees that ImPLY may share certain data and other information with the Partner related to Customer's access and use of the Software and Services.

2. FEES AND PAYMENT TERMS.

2.1 Fees. Customer shall pay all fees in accordance with the payment terms specified herein or on the applicable Order Form. Except as otherwise specified in this Agreement, all payment obligations are non-cancelable and all fees are nonrefundable.

2.2 Invoicing and Payment. Except for online orders, ImPLY will invoice Customer in advance. All invoices are payable within thirty (30) days of the invoice date unless otherwise provided in the Order Form. Customer will be deemed to have received an invoice on: (i) the first business day after sending by electronic mail or, (ii) the second business day after mailing. Customer is responsible for providing complete and accurate billing and contact information and notifying ImPLY of any changes to such information. All payments are nonrefundable except as provided in this Agreement and are made without the right of setoff or chargeback. ImPLY reserves the right to charge a service fee on late payments in the amount of the lesser of (i) one percent (1%) per month or (ii) the maximum amount permitted by law. If Customer fails to pay fees in accordance with this section, ImPLY may suspend fulfilling its obligations under this Agreement until such payment is received by ImPLY.

2.3 Credit Card or ACH Payments. For online orders paid by credit card or ACH transfer, ImPLY uses a third-party processing service to process such payments. Customer consents to the use of such service and to the transfer of Customer's credit card or ACH details to such third-party processor. Customer agrees to be bound by any separate terms applicable to the processing service. Customer's credit card will be charged or ACH transfer will occur automatically for Customer's use of the Software or Services at the end of each billing cycle.

2.4 Taxes. Unless otherwise stated on the applicable Order Form, the fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is solely responsible for paying all applicable Taxes associated with its purchases hereunder. If ImPLY has the legal obligation to pay or collect Taxes for which Customer is responsible under this subsection, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides ImPLY with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, ImPLY is solely responsible for taxes assessable against it based on its income, property and employees.

2.5 Partner Orders. If Customer has procured the Software or Services through a Partner Transaction, then different terms regarding invoicing, payment and taxes may apply as specified between Customer and the Partner. Customer acknowledges that: (a) ImPLY may share information with the Partner related to Customer's use of ImPLY's Software or Services; (b) the termination provisions below will also apply if Customer's Partner fails to pay applicable fees; and (c) Partner is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of ImPLY or in any way concerning the Software or Services.

3. CONFIDENTIALITY.

3.1 Scope and Definition. "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated in writing or identified

as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. The Software, logins, and other access codes and any and all information regarding Implied's business, products and services are the Confidential Information of Implied. Customer Data is the Confidential Information of Customer. The Confidential Information of each Party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, pricing and business processes disclosed by such Party. Further, this section 3 will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt from Disclosing Party; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the personnel of the Receiving Party without access to or use of Confidential Information of the Disclosing Party.

3.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will: (i) not use the Disclosing Party's Confidential Information except as needed to fulfill its obligations under this Agreement; (ii) not disclose such Confidential Information to any person or entity, other than its Affiliates, employees, consultants, agents and professional advisers who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that such Affiliates, employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this section; and (iii) use the same degree of care as it uses to protect the confidentiality of its own Confidential Information of like kind, but in no event less than a reasonable degree of care.

3.3 Compelled Disclosure. If the Receiving Party is required by applicable law or court order to make any disclosure of Confidential Information, it will first give written notice of such requirement to the Disclosing Party (to the extent permitted by applicable law), and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceeding to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection.

3.4 Equitable Relief. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information may cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such unauthorized disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or in equity.

3.5 Data Privacy and Security. Unless a separate data processing addendum is entered into by the Parties, each Party shall comply with the Customer Data Processing Addendum ("DPA") located at www.imply.io/legal (or such successor URL as may be designated by Implied), which is incorporated herein by this reference. By each Party's acceptance and agreement to the terms and conditions of this Agreement, each Party is deemed to have signed the DPA, including the Model Clauses as "Data exporter" in the case of Customer, and as "Data importer" in the case of Implied. Implied will use appropriate administrative, physical and technical safeguards designed to prevent unauthorized access to, use or disclosure of Customer Data, as more fully described in its Security Addendum ("Security Addendum") located at www.imply.io/legal (or such successor URL as may be designated by Implied). Customer acknowledges that the content of the Security Addendum is subject to technical progress and development and that Implied may update or modify the Security Addendum from time to time; provided, however, that such updates and modifications will not result in the degradation of the overall security of Implied's Software.

3.6 Customer Usage Data. Customer agrees that Implied is free to disclose anonymized aggregate measures of Customer's Software and Service usage and performance, and to reuse all general knowledge, experience, know-how, works and technologies (including ideas, concepts, processes and techniques) acquired during provision of the Software and Services ("General Knowledge"), including that it could have acquired performing the same or similar services for another customer. Customer further agrees that Implied shall have the right to create anonymized compilations and analyses of Customer's Software and Service use that is combined with data from numerous other customers ("Aggregate Data"), and to create reports, evaluations, benchmarking tests, studies, analyses and other work product from such Aggregate Data ("Analyses"). Implied shall have exclusive ownership rights to, and the exclusive right to use and distribute, such Aggregate Data and Analyses for any purpose, including, but not limited to advertising, marketing, and promotion of networking opportunities to other clients and prospective customers of its

Software and Services; provided, however, that ImPLY shall not distribute Aggregate Data and Analyses in a manner that identifies Customer.

4. SOFTWARE LICENSE GRANT.

4.1 License Grant. Subject to the terms and conditions of this Agreement, ImPLY hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right to install, access and use the Software and Documentation during the license term for Customer's internal business purposes. ImPLY will deliver the Software and Documentation to Customer by providing Customer with access to ImPLY's Site to download and/or use (depending on License Type) the Software and access to the Documentation, and through email, the access keys, on or before the delivery date as specified in the applicable Order Form or as otherwise agreed to by the Parties. The Software shall be deemed to be accepted upon delivery of the access keys or account log-in credentials.

4.2 License Type. Except for Software licensed on an Evaluation or Pre-Release basis, the license type ("**License Type**") shall be as set forth on the applicable Order Form. The License Types are as follows:

(i) "**Software-as-a-Service**" ("**SaaS**") means the Software is offered as a service and hosted on ImPLY's servers.

(ii) "**Hybrid License**" means the on-premise offering of the Software, which is hosted by Customer, and under which ImPLY may have access to Customer Data at Customer's election.

(iii) "**On-Premise License**" means the on-premise offering of the Software, which is hosted by Customer, and under which ImPLY has no access to Customer Data.

4.3 Evaluation License. ImPLY may (i) make the Software available to Customer for technical evaluation, trial, and/or testing; or (ii) make available to Customers certain products, features, services, or software that are not yet generally available and may not operate correctly and may be substantially modified prior to first commercial release, or, at ImPLY's option, may not be released commercially in the future (collectively, "**Evaluation License**"). Customer may not use an Evaluation License for any production, professional or for-profit purposes. Evaluation Licenses may be offered by ImPLY without a corresponding Order Form, in which case the Term will be thirty (30) days unless otherwise expressly agreed between the parties. No ImPLY competitor or any employee, contractor, or agent thereof, may access Software under an Evaluation License. FOR ANY EVALUATION LICENSE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: (A) THE SOFTWARE IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED; (B) IMPLY MAY TERMINATE CUSTOMER'S ACCESS AT ANY TIME, FOR ANY REASON AND WITHOUT LIABILITY OF ANY KIND; (C) IMPLY WILL HAVE NO INDEMNITY OBLIGATION UNDER THIS AGREEMENT; AND (D) IMPLY'S TOTAL LIABILITY WITH RESPECT TO THE EVALUATION LICENSE ARISING IN ANY WAY OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED \$500. This Section 4.3 will supersede any conflicting terms in this Agreement with respect to any Evaluation License.

4.4 Restrictions on Use. Except as otherwise expressly provided in this Agreement, Customer shall not (and shall not permit any third party to): (i) sublicense, sell, resell, transfer, assign, distribute, share, lease, rent, make any external commercial use of, outsource, or use in an application service provider or managed service provider environment, or otherwise generate income from the Software; (ii) copy the Software onto any public or distributed network, except for an internal and secure cloud computing environment; (iii) cause the decompiling, disassembly, or reverse engineering of any portion of the Software, or attempt to discover any source code or other operational mechanisms of the Software except where such restriction is expressly prohibited by law without the possibility of waiver, and then only upon prior written notice to ImPLY; (iv) modify, adapt, translate or create derivative works based on all or any part of the Software; (v) modify any proprietary rights notices that appear in the Software, Documentation, or components thereof; (vi) publish the results of any benchmarking tests run on the Software; (vii) use any Software in violation of any applicable laws and regulations (including any export laws, restrictions, national security controls and regulations), for any harmful, irresponsible or inappropriate purpose or outside of the license scope set forth in this Agreement; (viii) circumvent, disable or otherwise interfere with security-related features of the Software or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Software; (ix) take any action that imposes or may impose an unreasonable or disproportionately large load on ImPLY's infrastructure or infrastructure which supports the Software.

4.5 Documentation. ImPLY will make available on its Site on the date the Software is delivered or made available to Customer at no additional charge an online copy of all generally available Documentation for the Software. Customer may make a reasonable number of copies of the Documentation for Customer's internal use, provided Customer reproduces copyright notices and any other legends of ownership on each copy.

4.6 Third-Party Components. ImPLY may make Third-Party Components available for download or access. ImPLY does not guarantee the availability, accuracy, integrity, quality, or security of such components, and Customer's use of them is at Customer's own risk and may be subject to additional terms and conditions.

4.7 Use Verification. ImPLY may remotely review the scope of Customer's use of the Software and Services, and on ImPLY's request, Customer will provide reasonable assistance to verify its compliance with the Agreement or an applicable Order Form with respect to access to and use of the Software and Services. If ImPLY determines that Customer has exceeded its permitted access and use rights to the Software and Services, ImPLY will notify Customer and Customer will, within thirty (30) days, either: (a) disable any unpermitted use; and/or (b) purchase additional use rights commensurate with its actual use pursuant to a mutually executed Order Form. If Customer remains non-compliant after such thirty (30) days, ImPLY may suspend Customer's use of the Software and Services or terminate the Agreement for material breach, in addition to any other available rights and remedies at law, equity, or otherwise.

5. SERVICES.

5.1 Support Services. "Support" is defined as the responsibilities with respect to the Software as set forth in the applicable Order Form. "Maintenance" means the provision of error corrections and bug fixes for the Software, as well as updates made generally commercially available by ImPLY in its sole discretion. ImPLY will provide Support Services for the Software in accordance with its Support Service terms and as further described in the applicable Order Form(s).

5.2 Consulting Services. Customer may order Consulting Services which shall be subject to the terms of the Consulting Services Schedule located at www.imply.io/legal (or such successor URL as may be designated by ImPLY), which is incorporated herein by this reference.

6. REPRESENTATIONS AND WARRANTY.

6.1 Mutual Representations. Each Party represents and warrants that it has the right to enter into this Agreement and any Order Form, doing so will not interfere with its contractual obligations to any third party, and the executed Agreement or Order Form shall constitute a valid binding obligation of such Party.

6.2 Warranty Disclaimer. Except for the limited warranties provided in this Agreement and any statutory warranty requirements which may not be limited or excluded, the Software, Documentation and Services, provided hereunder are provided "as is" and ImPLY makes no warranties, whether express, implied or statutory regarding or relating to the Software, Documentation and Services provided to Customer under this Agreement. ImPLY does not represent or warrant that the Software, Documentation and Services will be delivered free of any interruptions, delays, omission or errors or in a secure manner. The Software, Documentation and Services may be subject to limitations, delay and other problems inherent in the use of the internet and electronic communications. ImPLY is not responsible for any delays, delivery failures, or loss of data or damages resulting therefrom. THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ALL SUCH WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IMPLY AND ITS AFFILIATES DISCLAIM ALL WARRANTIES AND RESPONSIBILITY FOR THIRD PARTY SOFTWARE.

7. CUSTOMER OBLIGATIONS.

7.1 Customer will: (i) provide ImPLY with all information and assistance required to provide the Software and Services and enable Customer's use thereof; (ii) is primarily responsible for Customer Data including the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data within the Software and Services; (iii) immediately notify ImPLY of any unauthorized access, use, copying, distribution, or other suspected security breach in connection with the Software; (iv) not send to ImPLY or

otherwise use any Customer Data in connection with this Agreement for which Customer does not own or has not procured sufficient license, right, consent and permission to copy, disclose, store, broadcast, transmit, process or otherwise use in connection with the Software or Services; (v) not upload or transmit any Customer Data that impose heightened privacy, security or other obligations on ImPLY, without its express written consent, including, without limitation unencrypted or unmasked: (a) bank, credit card or other financial account identification or login credentials, (b) social security, tax, driver's license or other government issued identification numbers, or (c) health records of a particular individual, including "protected health information" as defined by HIPAA; and (vi) be responsible for all activity that occurs in Customer's or its Users' accounts (and any transactions completed under Customer's accounts will be deemed to have been lawfully completed by Customer). If Customer's License Type is SaaS, in addition to the obligations above, Customer (vii) must register and set up an authorized account to use the SaaS; (viii) must keep its passwords secure and confidential and use commercially reasonable efforts to prevent unauthorized access to its account; and (ix) is responsible for all activity in its account.

7.2 Customer is responsible for: (i) selecting from the security configurations and security options made available by ImPLY in connection with the Software; (ii) taking additional measures outside of the Software to the extent the Software does not provide the controls that may be required or desired by Customer; and (iii) routine archiving and backing up of Customer Data. Customer acknowledges and agrees that the Software and Services are intended to be used in conjunction with a data source and that ImPLY does not provide a source of record or data backup.

7.3 Customer may retrieve and remove Customer Data from the Software at any time during the Order Form Term. If Customer requires assistance in connection with migration of Customer Data, ImPLY may charge a fee for such assistance.

8. INTELLECTUAL PROPERTY.

8.1 ImPLY Ownership. ImPLY and its suppliers own and shall retain all proprietary rights, including all copyright, patent, trade secret, trademark and all other Intellectual Property Rights, in and to the Software, Documentation, and the results of any Service deliverables, and any and all related and underlying technology and documentation; and any derivative works, modifications, or improvements to any of the foregoing, including any Feedback that may be incorporated. Notwithstanding anything to the contrary herein, ImPLY may freely use and incorporate into ImPLY's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any users of the Software and Services relating to ImPLY's Software and Services ("Feedback"). Customer acknowledges that the rights granted under this Agreement do not provide Customer with title to or ownership of the Software or Documentation.

8.2 Customer Ownership. Customer retains all right, title and interest in and to the Customer Data. Customer grants to ImPLY and its sub-processors and partners a non-exclusive, worldwide, royalty-free, fully paid, non-sublicensable, and non-transferable license to use and reproduce Customer Data solely to provide and support the Software and Services.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY.

9.1 ImPLY Indemnification. ImPLY will indemnify, defend or settle any third party claim or action brought against Customer to the extent that it is based upon a claim that the Software, as delivered under this Agreement and used within the scope of this Agreement, directly infringes any patent or copyright or misappropriates any trade secret, provided the infringement or misappropriation is not a result of Customer's actions, and will pay any damages that are finally awarded against Customer or agreed in settlement by ImPLY (including reasonable attorney fees) for such infringement or misappropriation, provided that Customer: (i) must notify ImPLY in writing of the claim no later than thirty (30) days after Customer learns of the claim; (ii) reasonably cooperates with ImPLY and provides ImPLY, at ImPLY's expense, with all assistance, information, and authority reasonably required for the defense and settlement of the claim; and (iii) grants ImPLY the sole control of the defense and all related settlement negotiations. This section and ImPLY's indemnification obligations shall survive the termination of the Agreement.

9.1.1 Injunctive Relief. If an injunction is, or in ImPLY's opinion is likely to be, threatened, sought or obtained against Customer's use of the Software as a result of a third party infringement claim, ImPLY may, at its sole option and expense, (i) procure for Customer the right to continue using the affected Software, (ii) replace or modify the affected Software with functionally equivalent software so that it does not infringe, or (iii) terminate the Software

License and refund any pre-paid but unused fees received from Customer for the then outstanding Software License term on a pro rata basis, if applicable.

9.1.2 Disclaimer of Liability. Implied's obligations under Section 9.1 do not apply if (i) Customer is in breach of the Agreement; or (ii) the claim is based on infringement or misappropriation arising from (a) modifications made by a party other than Implied to the Software or Service results, if the claim would not have occurred but for such modifications; (b) Customer's failure to use the then current, unaltered version of the applicable Software (including any maintenance release provided by Implied to avoid a claim); (c) any open source software or third party software; or (d) Customer's use of the Software or Service other than in accordance with this Agreement and the Documentation. Sections 9.1 and 9.4 constitute the entire liability of Implied, and Customer's sole and exclusive remedy, with respect to any third-party claims of infringement or misappropriation of intellectual property rights of any kind.

9.2 Customer Indemnification. Customer will indemnify, defend or settle any third party claim or action brought against Implied and its officers, employees, and/or agents to the extent that it is based upon a claim arising out of or from the Customer Data including but not limited to claims of infringement of any patent or copyright or misappropriation of any trade secret, or a claim for violation of applicable law; or Customer's use of the Software or Services. Customer will pay any damages that are finally awarded against Implied (including reasonable attorney fees), provided that Implied: (i) must notify Customer of the claim no later than 30 days after Implied learns of the claim; (ii) reasonably cooperates with Customer and provides Customer, at Customer's expense, with all assistance, information, and authority reasonably required for the defense and settlement of the claim; and (iii) grants Customer the sole control of the defense and all related settlement negotiations provided that such settlement does not impose any costs or material disadvantage on or to Implied and is not without Implied's prior written consent. This section and Customer's indemnification obligations shall survive the termination of the Agreement.

9.3 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

(I) EACH PARTY'S TOTAL LIABILITY, TOGETHER WITH ANY OF ITS AFFILIATES, FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OF ANY TYPE) ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO IMPLIED IN THE PRIOR TWELVE (12) MONTHS UNDER THE APPLICABLE ORDER FORM(S) OR STATEMENT OF WORK PRIOR TO THE ALLEGED BREACH. MULTIPLE CLAIMS WILL NOT INCREASE THIS LIMIT. THIS LIABILITY CAP DOES NOT LIMIT: (I) CUSTOMER'S OBLIGATIONS UNDER THE "FEES AND PAYMENT TERMS" SECTION ABOVE AND (II) IMPLIED'S RIGHT TO RECOVER AMOUNTS FOR CUSTOMER'S USE IN EXCESS OF THE CAPACITY PURCHASED;

(II) IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE;

(III) THE PARTIES AGREE THAT THIS SECTION WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE; AND

(IV) THE PROVISIONS OF SECTION 9.3(I) AND 9.3(II) DO NOT APPLY TO: (A) CUSTOMER'S VIOLATION OF THE USE LIMITS IN SECTION 4.4; (B) AMOUNTS ARISING FROM OR RELATED TO SECTION 4.4; (C) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (D) PAYMENTS MADE TO A THIRD PARTY IN CONNECTION WITH A PARTY'S OBLIGATIONS UNDER SECTION 9.1 AND 9.2; OR (E) TORT ACTIONS FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (SEPARATE AND DISTINCT FROM AN ACTION FOR BREACH OF THIS AGREEMENT).

10. TERM AND TERMINATION.

10.1 Term. This Agreement shall commence as of the Effective Date and shall remain in effect (i) through the term on the Order Form; or (ii) for orders created by Customer through ImPLY's SaaS portal on a month-to-month basis ("Monthly SaaS Order"), unless terminated as provided in this section. Monthly SaaS Orders will automatically renew for subsequent one-month terms unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current monthly term. Discontinuing use of SaaS alone will not relieve Customer of any incurred fees and payment obligations, nor entitle Customer to a refund of any pre-paid amounts.

10.2 Suspension. ImPLY may suspend Customer's access to the Software or Services: (i) immediately if there is a threat to the security and integrity ImPLY's hosted environment; or (ii) upon notice to Customer if Customer commits a material breach of this Agreement. Suspension of the Software or Services will be without prejudice to any rights or liabilities accruing before or during the suspension, including Customer's obligation to pay fees. Suspension of the Software or Services will have no impact on the duration of the Term of the Software or the associated fees owed.

10.3 Termination for Cause. Either Party shall have the right to terminate this Agreement and the license granted herein upon written notice in the event the other Party fails to perform or observe any material term or condition of this Agreement (including a failure to pay fees) and such default has not been cured within thirty (30) days after written notice of such default to the other Party. ImPLY may also terminate this Agreement immediately if the Customer: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; (iii) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (iv) has wound up or liquidated, voluntarily or otherwise.

10.4 Effect of Termination. Upon termination of the Agreement: (i) all unfulfilled Order Forms including Monthly SaaS Orders will be terminated at ImPLY's discretion; (ii) any amounts owed to ImPLY under the Agreement prior to such termination will be immediately due and payable; (iii) ImPLY's obligation to provide Support Services will terminate; (iv) Customer shall cease all use of the Software and return or certify destruction of all copies of the Software from Customer's computers and, if requested, confirm such in writing; and (v) Customer is solely responsible for exporting Customer Data prior to discontinuation or termination of its use of Evaluation Software or SaaS. Upon request, and subject to each Parties archival and backup protocols, each Party will destroy all Confidential Information obtained during the course of this Agreement and, if requested, confirm such in writing. Any provision will survive any termination or expiration if by its nature and context it is intended to survive, including without limitation Sections 3 (Confidential Information), 8 (Intellectual Property), 9.1 and 9.2 (Indemnification), 9.3 (Limitation of Liability), 10 (Term and Termination), 11 (General), and 12 (Definitions).

11. GENERAL TERMS.

11.1 Assignment. Customer shall not assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, to any third party without ImPLY's prior written consent. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect. ImPLY shall have the right to assign this Agreement to any successor to its business or assets, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Subject to this section, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

11.2 Force Majeure. A Party will be excused from a delay in performing, or a failure to perform, its obligations under this Agreement to the extent such delay or failure is caused by the occurrence of any major contingency beyond the reasonable control, and without any fault, of such Party, other than the failure to meet financial obligations. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay. In order to avail itself of the relief provided in this Section for an excusable delay, the Party must act with due diligence to remedy the cause of, or to mitigate or overcome, such delay or failure.

11.3 Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the Parties hereto. Neither Party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other party in any respect whatsoever. ImPLY may place the Customer's logo on ImPLY's website.

11.4 Notices. All notices permitted or required under this Agreement shall be in writing and shall be deemed to have been given when delivered in person (including by overnight courier), or five (5) business days after being mailed by first class, registered or certified mail, postage prepaid, to the address of the Party specified on the Order Form. Customer shall, in addition to the foregoing, provide the same notice to Imply via email with copy to legal@imply.io.

11.5 Compliance with Laws; Export Control; Government Regulations. Each Party shall comply with all laws applicable to the actions contemplated by this Agreement. The Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. Customer represents that (i) it is not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions (including, without limitation, Iran, Syria, Cuba, Sudan, North Korea, and the Ukrainian regions of Crimea, Luhansk, and Donetsk); or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (ii) it will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. The Software and accompanying documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by or for the U.S. Government shall be governed solely by the terms and conditions of this Agreement. Government customers will have only those rights in technical data, computer software, and computer software documentation set forth in these commercial terms of use, except that Department of Defense customers may acquire additional rights in technical data pursuant to DFARS 252.227-7015(b). This provision applies in lieu of any FAR, DFARS, or other data rights clause or provision.

11.6 Entire Agreement; Modification; Waiver. This Agreement represents the entire agreement between the Parties, and supersedes all prior or contemporaneous agreements and understandings, written or oral, with respect to the matters covered by this Agreement, and is not intended to confer upon any third party any rights or remedies hereunder. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both Parties. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

11.7 Governing Law. This Agreement will be governed by and construed under the laws of the State of California excluding choice of law principles, and in no event will this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act. In the event either Party brings any action at law or in equity against the other Party relating to this Agreement, the venue for such action shall be with a state court in Santa Clara County or a federal court in the Northern District of California.

11.8 Prevailing Party Attorney Fees. If any party hereto commences any action against any other party hereto with respect to the enforcement or interpretation of the Agreement, the prevailing party in such action shall be entitled to an award of its costs of suit, including reasonable attorney fees.

11.9 Severability. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.

11.10 Construction. The titles and section headings used in this Agreement are for ease of reference only and shall not be used in the interpretation or construction of this Agreement. No rule of construction resolving any ambiguity in favor of the non-drafting Party shall be applied hereto. The word “including”, when used herein, is illustrative rather than exclusive and means “including, without limitation.”

12. DEFINITIONS.

Specific Words or Phrases. For purposes of this Agreement, each word or phrase listed below shall have the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used, and shall have the respective meaning there designated.

“Affiliate” means and includes any entity that directly or indirectly controls, is controlled by, or is under common

control with a Party, where “control” means the ownership of, or the power to vote, at least fifty percent (50%) of the voting stock, shares or interests of such entity. An entity that otherwise qualifies under this definition will be included within the meaning of “Affiliate” even though it qualifies after the execution of this Agreement.

“**Aggregate Data**” has the meaning given to it in the Agreement.

“**Agreement**” means the cover page, these terms and conditions, together with any terms attached hereto or incorporated herein by reference, and all Order Forms.

“**Analyses**” has the meaning given to it in the Agreement.

“**Confidential Information**” has the meaning given to it in the Agreement.

“**Consulting Services**” means the consulting, installation, implementation, training, technical service manager, and other services performed by or on behalf of Implied as described in the Order Form, including any statement of work mutually agreed and executed by the Parties, which shall be governed by the terms and conditions available at <https://imply.io/legal/>.

“**Customer**” has the meaning given to it in the Agreement.

“**Customer Data**” means any data input into, processed by, and/or stored by the Software by or for Customer or Customer’s Users.

“**Disclosing Party**” has the meaning given to it in the Agreement.

“**Documentation**” means all technical manuals and end user documentation that are normally supplied by Implied via its website or otherwise to its commercial customers, as may be updated from time to time by Implied.

“**DPA**” has the meaning given to it in the Agreement.

“**Effective Date**” has the meaning given to it in the Agreement.

“**Evaluation License**” has the meaning given to it in the Agreement.

“**Evaluation Software**” has the meaning given to it in the Agreement.

“**Feedback**” has the meaning given to it in the Agreement.

“**General Knowledge**” has the meaning given to it in the Agreement.

“**Intellectual Property Rights**” means patent rights (including, without limitation, patent applications and disclosures), copyrights, trademarks, trade secrets, moral rights know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

“**License Type**” has the meaning given to it in the Agreement.

“**Maintenance**” has the meaning given to it in the Agreement.

“**Monthly SaaS order**” has the meaning given to it in the Agreement.

“**Order Form**” means an ordering document signed by Customer and Implied pursuant to this Agreement.

“**Partner**” has the meaning given to it in the Agreement.

“**Partner Transaction**” has the meaning given to it in the Agreement.

“**Party**” means either “Imply” or “Customer”, individually as the context so requires; and “**Parties**” means “Imply” and “Customer”, collectively.

“**Receiving Party**” has the meaning given to it in the Agreement.

“**SaaS**” has the meaning given to it in the Agreement.

“**SaaS Portal**” has the meaning given to it in the Agreement.

“**Security Addendum**” has the meaning given to it in the Agreement.

“**Services**” means collectively the Support Services and Consulting Services as set forth in the Order Form.

“**Site**” means the Imply website located at <https://www.imply.io>.

“**Software**” means the software, as set forth on the applicable Order Form provided by Imply through the Site or otherwise.

“**Software License**” means the subscription license to the Software.

“**Support**” has the meaning given to it in the Agreement.

“**Support Services**” are the support and maintenance services to be provided by Imply in connection with the Software License, Imply’s terms are available at <https://imply.io/subscription-support-maintenance-terms/>. Upon renewal, the terms will automatically update to Imply’s then current Support Service terms available at the aforementioned website.

“**Taxes**” has the meaning given to it in the Agreement.

“**Third-Party Component**” means third-party products, services, software and configuration files that provide features and settings for Imply Software made available for download and access by Imply to its customers.

“**User**” means an employee, advisor, or agent of Customer that has been assigned a unique username-password combination to access and use the Software on Customer’s behalf.